BEFORE

THE PUBLIC SERVICE COMMISSION

OF SOUTH CAROLINA

DOCKET NO. 2010-35-W

August 26, 2010

IN RE: Application of Pine Haven Water	
System for an Establishment of) SETTLEMENT AGREEMENT
Water Rates and Charges for the)
Provision of Water Service in Pine)
Haven Subdivision and Garrett's)
Landing Subdivision in York County	ty)

This Settlement Agreement is made by and between Pine Haven Water System ("Pine Haven" or "the Company") and the South Carolina Office of Regulatory Staff ("ORS"), (collectively referred to as the "Parties" or sometimes individually as a "Party").

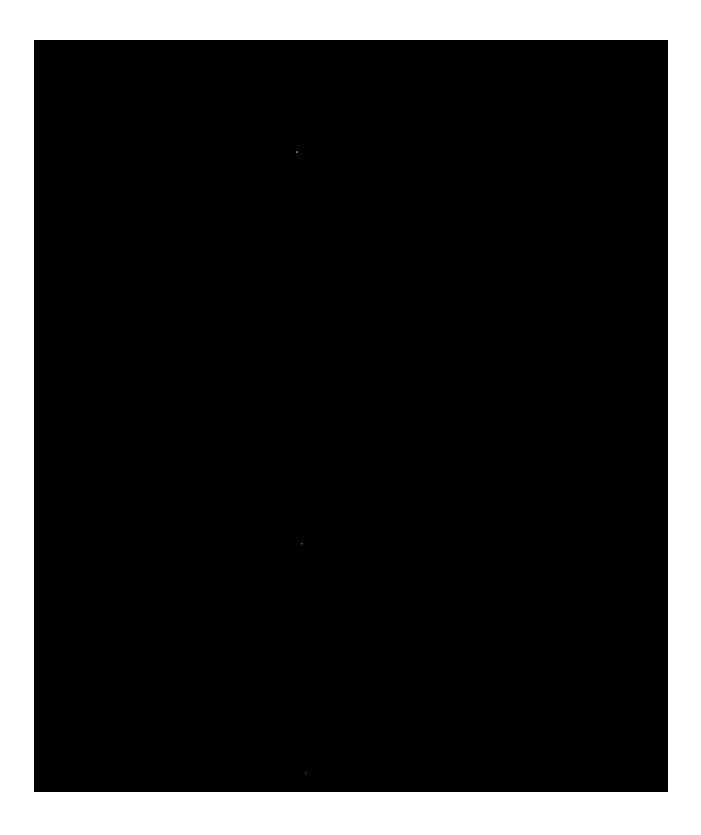
WHEREAS, on April 28, 2010, Pine Haven filed an Application for the Establishment of Rates and Charges for the Provision of Water Services in Pine Haven and Garrett's Landing Subdivisions in York County with the Public Service Commission of South Carolina ("Commission");

WHEREAS, the above-captioned proceeding has been established by the Commission pursuant to the procedure established in S.C. Code Ann. § 58-5-240 (Supp. 2009) and 26 S.C. Code Ann. Regs. 103-712.4.B (2009);

WHEREAS, Carroll Norman is the sole owner and operator of Pine Haven Water System;

WHEREAS, currently Pine Haven provides water service to approximately 30 customers in Pine Haven and Garrett's Landing Subdivisions in York County South Carolina;

\$25.00* /////



- by authorizing its counsel to affix his or her signature to this document where indicated below. Counsel's signature represents his or her representation that his or her client has authorized the execution of this Settlement Agreement. In the event any party to this Agreement is not represented by counsel, party hereby acknowledges the opportunity to retain and consult party's own counsel and acknowledges party's intent to execute and fully comply with the terms of this Agreement. Facsimile signatures and email signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Settlement Agreement.
- 14. The Parties represent that the terms of this Settlement Agreement are based upon full and accurate information known as of the date this Settlement Agreement is executed. If, after execution, either Party is made aware of information that conflicts, nullifies, or is otherwise materially different than that information upon which this Settlement Agreement is based, either Party may withdraw from the Settlement Agreement with written notice to the other Party.

[SIGNATURE PAGES TO FOLLOW]

WE AGREE:

Representing and binding the Office of Regulatory Staff

C. Lessie Hammonds, Esquire

South Carolina Office of Regulatory Staff

1401 Main Street, Suite 900

Columbia, SC 29201 Phone: (803) 737-0803 Fax: (803) 737-0895

E-mail: <u>lhammon@regstaff.sc.gov</u>

WE AGREE:

Representing and binding Pine Haven Water System

Carroll Norman

767 Pine Haven Circle

Clover, SC 29710

Phone: (803) 222-3334 Fax: (866) 515-1352

Email: <u>bgtnorm@yahoo.com</u>